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Attorney for Plaintiff

FILED MAY 19 2008 USDC ORP

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

CV '08 - 605 PI

Case No.

BARBARA L. SOPER,

Plaintiff,

v.

COMPLAINT

Unfair Debt Collection Practices;
Violation of 15 USC §1692 (FDCPA)

ALLIED INTERSTATE, INC.

DEMAND FOR JURY TRIAL

Defendant.

PRELIMINARY STATEMENT

1. This is an action for money damages brought by a consumer pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692, *et seq*, which prohibits abusive, deceptive and unfair debt collection practices.
2. Plaintiff's claims arise from defendants' attempts to collect a debt in Oregon through means and instrumentalities of interstate commerce and the mails.

JURISDICTION

3. Jurisdiction for federal claims arises under 15 U.S.C. §1692k(d).

4. Venue is proper in this judicial district under 28 U.S.C. 1331(b).

PARTIES

5. Plaintiff is a natural person residing in Washington County, Oregon, and a consumer.
6. Upon information and belief, defendant Allied Interstate, Inc. ("Allied") is a foreign corporation and a debt collector as defined by 15 U.S.C. §1692

IV. FACTUAL ALLEGATIONS

7. Plaintiff was allegedly obligated to the Quality Paperback Book Club ("QPBC") for a consumer debt arising out of the purchase of paperback books in April, 2007 ("the *Debt*").
8. Upon information and belief, sometime between April, 2007 and October, 2007, *QPBC* assigned the *Debt* to *Allied* for collection.
9. *Allied* periodically mailed dunning notices to plaintiff between October 30, 2007 and January 22, 2008.
10. On January 23, 2008 plaintiff retained an attorney in conjunction with *Allied*'s attempts to collect the alleged *Debt*.
11. On January 23, 2008 plaintiff's attorney mailed notice of his representation to *Allied* instructing it to cease all future direct communications with plaintiff, pursuant to 15 U.S.C. §1692b and §1692c. A true copy of that notice is attached hereto marked as Exhibit 1.
12. Upon information and belief, receipt of plaintiff's attorney's letter was acknowledged in writing by Karen Cottingham, Special Services Coordinator for Bertelsmann Direct North

America, Inc., apparent owner of *QPBC*, on February 13, 2008. A true copy of that acknowledgment is attached hereto marked as Exhibit 2.

13. On or about March 17, 2008 *Allied* mailed another dunning notice directly to plaintiff in an attempt to collect the *Debt*. A true copy of that acknowledgment is attached hereto marked as Exhibit 3.
14. On or about April 16, 2008 *Allied* again mailed another dunning notice directly to plaintiff in an attempt to collect the *Debt*. A true copy of that acknowledgment is attached hereto marked as Exhibit 4.
15. Pursuant to 15 U.S.C. §1692k(a)(3), plaintiff is entitled to recover her attorney fees and costs herein.

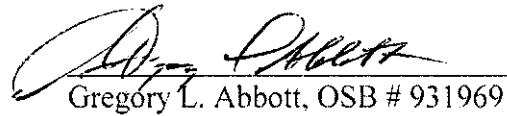
V. FIRST CLAIM FOR RELIEF - Prohibited Communication With A Represented Party

16. Paragraphs 1 through 15 are re-alleged and incorporated herein by reference.
17. Within the year next preceding filing of this complaint and in connection with defendant attempting to collect the *Debt*, *Allied* directly communicated with plaintiff when it knew that plaintiff was represented by an attorney in connection with the alleged debt and had knowledge of, or could have readily ascertained, said attorney's name and address, all in violation of 15 U.S.C. §1692c(a)(2).
18. Within the year next preceding filing of this complaint and in connection with defendant attempting to collect of the *Debt*, *Allied* failed to cease direct communication with plaintiff despite being notified in writing by plaintiff's attorney to do so, in violation of 15 U.S.C. §1692c(c).

19. Within the year next preceding filing of this complaint and in connection with defendant attempting to collect the *Debt*, *Allied* engaged in conduct the natural consequence which was to harass, oppress, or abuse plaintiff in connection with attempted collection of the *Debt* all in violation of 15 U.S.C. §1692d.
20. Pursuant to 15 U.S.C. §1692k(a)(2)(A), defendant is liable to plaintiff for \$1,000.00 in statutory damages.

WHEREFORE, plaintiff demands judgment in her favor and against defendant in the amount of \$1,000.00 in statutory damages, along with her reasonable attorneys fees and costs.

Dated: May 19, 2008.



Gregory L. Abbott, OSB # 931969
Telephone: (503) 283-4568
Attorney for Plaintiff

DANNY H. GERLT

FILE COPY

— Attorney at Law —

dangerlt@imagine.com

8600 S.W. 30th Avenue
Portland, Oregon 97219

Nancy L. Schroeter
Legal Assistant/Accounting

Telephone (503) 293-3886
Facsimile (503) 768-9693

January 23, 2008

Allied Interstate
Customer Service Department
P.O. Box 5023
New York, New York 10163

Re: *Soper / Quality Paper Back Book Club - Allied Interstate*

Greetings:

Please take note that I have been retained to represent Barbara L. Soper in relation to the debt referenced in the enclosed dunning notices. All further communications must be directed exclusively through my office unless you are informed otherwise in writing.

In accordance with the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692, *et seq.*, you are directed to cease all communications with Ms. Soper. This cease communication directive is made pursuant to §1692b and §1692c which prohibit you from communicating with Ms. Soper or any third party in connection with the debt.

In the event you assign or transfer the debt, you must provide notice of this cease communication directive to the transferee. I will assume any further communications from you or any person to whom the debt is transferred has received notice of this cease communication directive and my representation of Ms. Soper. You will be held accountable for that communication.

Sincerely,

Danny H. Gerlt
Danny H. Gerlt, OSB 85211
Attorney for Barbara Soper

cc: Clients

Allied Interstate Inc.
P.O. Box 5023
New York, NY 10163

Consumer Service Department
PO Box 5023
New York, NY 10163
M-F 9 am - 5 pm CST
(800)210-0434

Client Name: Quality Paperback Book Club

Amount Due: \$53.92

Client Ref. No 694641296

Placement ID: 0232310709

Allied Phone: (717)918-2665

See Consumer Rights Information
on Reverse Side

2614/4429

MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221

Notice Dated: 10/30/2007

Allied Interstate, Inc. is a collection agency. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.

Our client Quality Paperback Book Club has authorized continued collection efforts to resolve this seriously delinquent account. Payment in full is demanded. Your failure to respond to prior communications concerning this debt has resulted in our client listing your name with The Credit Index. Details of this delinquency will be available to other subscribers using this service for up to five years.

Without your response, collection efforts may continue.

You have been repeatedly provided with the dollar amount owing on your past due account. To date, payment in the amount of \$53.92 has not been received.

You can resolve this matter by sending payment in full to Quality Paperback Book Club. Make your check out for \$53.92 payable to Quality Paperback Book Club and mail it in the envelope provided. For your convenience, you may pay your bill online at: www.qpb.com.

If payment has already been made please disregard this notice.

Tear Here

Pay This Amount \$53.92

694641296
Quality Paperback Book Club

Charge to my: 2

MC Visa AMEX

Card # _____ Exp. Date _____

Signature _____

MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221

Customer Service
Quality Paperback Book Club
PO Box 916536
Indianapolis, IN 46291

5005392 9 694641296 6005312981

EXHIBIT PAGE OF

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. If your financial institution rejects and returns your payments for any reason, a service fee - the maximum allowed by your state's statutory laws - may be added to your account balance.

A menos que usted notifique a esta oficina dentro 30 días de haber recibido este aviso que usted disputa la validez de la deuda o de alguna porción de esta, esta oficina asumirá que esta deuda es válida. Si usted notifica a esta oficina por escrito dentro 30 días de haber recibido este aviso de que disputa la deuda, o cualquier porción de esta entonces esta oficina: Obtendrá verificación de la deuda y obtendrá una copia de la sentencia y enviará por correo una copia de la sentencia o verificación. Si usted solicita por escrito dentro de 30 días después de recibir este aviso, esta oficina le proveerá con el nombre y dirección del acreedor original, si este es diferente del acreedor actual. Si su institución financiera rechaza y retorna sus pagos, por cualquier razón, habrá un cargo por servicios de acuerdo al máximo autorizado por la ley del estado anadido a su cuenta.

California Residents Only

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Residentes de California Solamente

La ley estatal de California Rosenthal y la ley de Cobranza Imparcial de Deudas (FDCPA) requieren que, salvo circunstancias excepcionales, cobradores no pueden hacer contacto con usted antes de las 8 de la mañana y después de las 9 de la noche. Ellos no pueden molestarle usando amenazas de violencia o de arresto o usando palabras obscenas. Los cobradores no pueden usar información falsa o engañosa o contactarle en su trabajo si ellos saben o tienen razón de saber que Ud. no puede recibir llamadas personales en el trabajo. Generalmente, los cobradores no pueden hablar con nadie, aparte de su abogado o su esposo/esposa, sobre su deuda. Los cobradores pueden hablar con otra persona para confirmar su dirección o hacer cumplir una sentencia. Para más información sobre las actividades de cobranza, Ud. puede llamar gratis al 1-877-FTC-HELP (1-877-382-4357); o puede visitar www.ftc.gov.

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Cuando usted nos envía un cheque como forma de pago, usted nos está autorizando a utilizar la información de su cheque para realizar un traslado electrónico de fondos de su cuenta, o para procesar el pago como una transacción de cheque. Cuando utilizamos información de su cheque para hacer un traslado electrónico de fondos, los fondos pueden ser retirados de su cuenta el mismo día en que recibimos su pago, y usted no recibirá de su institución financiera el cheque que envió para realizar el pago.



694641296

Danny H Gerlt
Attorney At Law
8600 SW 30th Ave
Portland OR 97219

February 13, 2008

TO: Danny H Gerlt, Attorney At Law
FROM: Karen Cottingham, Special Services Coordinator
RE: Barbara L Soper
18785 NW Shadow Ln
Portland OR 97229-3221

Thank you for contacting us on behalf of Barbara L. Soper.

The balance due on her QUALITY PAPERBACK BOOK CLUB account is \$53.92. The balance includes \$49.92 for the April 6, 2007 shipment of How to Practice Mayan Astrology, Marley & Me, Walter the Farting Dog Goes on a Cruise and Septimus Heap Book One: Magyk. The balance also includes a \$4.00 late fee.

We appreciate your assistance in this matter.

Allied Interstate Inc.
P.O. Box 5023
New York, NY 10163

Allied Interstate

Consumer Service Department:
PO Box 5023
New York, NY 10163
M-F 9 am - 5 pm CST
(800)210-0434

Client Name: Quality Paperback Book Club

Amount Due: \$53.92

17630/23020

Client Ref. No 694641296

Placement ID: 0232310709

Allied Phone: (717)918-2665

This demand for payment has been sent to you
by a Collection Agency. We are contacting you
on behalf of Quality Paperback Book Club

Notice Dated: 3/17/2008

MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221

Barcode

**Allied Interstate, Inc. is a collection agency. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.**

You have been repeatedly provided with the Amount Due on your past due account. Payment in full is required. Because you have failed to pay the Amount Due, our client has listed your name with The Credit Index, a consumer reporting agency. Your outstanding balance will be available to other direct marketing subscribers using this service. A resolution of the Amount Due will update this account to good standing on The Credit Index files. You can resolve this matter and once again enjoy the benefits of your membership by sending payment in full to Quality Paperback Book Club. Make your check out for \$53.92 payable to Quality Paperback Book Club and mail it in the envelope provided. **The following payment options are also available for your convenience; you may provide us with your debit or credit card number below or you may pay your bill online with your debit or credit card at: www.qpb.com.**

If payment has already been made, please disregard this notice.

See Consumer Rights Information on reverse side.

Tear Here

Pay This Amount \$53.92

694641296
Quality Paperback Book Club

Charge to my: 2

MC Visa AMEX

Card # _____ Exp. Date _____

Signature _____

MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221

Customer Service
Quality Paperback Book Club
PO Box 916536
Indianapolis, IN 46291

EXHIBIT 2 PAGE 1 OF 2

5005392 9 694641296 6005192981

Information from our client: By providing a check as payment, our client will be authorizing to use information from your check to make a one-time electronic funds transfer from your account, or to process the payment as a check transaction. When our client uses information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day our client receives your payment, and you may not receive your check back from your financial institution.

Información de nuestro cliente: Proporcionando un cheque como pago, autorizarán a nuestro cliente a utilizar la información de su cheque para hacer una transferencia de fondos electrónica de una sola vez de su cuenta, o para procesar el pago como transacción del cheque. Cuando nuestro cliente utiliza la información de su cheque para hacer una transferencia de fondos electrónica, los fondos se pueden retirar de su cuenta tan pronto como el mismo día nuestro cliente reciba su pago, y usted no puede recibir su cheque detrás de su institución financiera.

Allied Interstate Inc.
P.O. Box 5023
New York, NY 10163



Consumer Service Department:
PO Box 5023
New York, NY 10163
M-F 9 am - 5 pm CST
(800)210-0434

Client Name: Quality Paperback Book Club

Amount Due: \$53.92

Client Ref. No 694641296

Placement ID: 0232310709

Allied Phone: (717)918-2665

This demand for payment has been sent to you
by a Collection Agency. We are contacting you
on behalf of Quality Paperback Book Club

16727/21820



MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221



Notice Dated: 4/16/2008

Allied Interstate, Inc. is a collection agency. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.

We simply can not understand why you have left this account unresolved. Because you have failed to pay the Amount Due, our client has listed your name with The Credit Index, a consumer reporting agency. Your outstanding balance will be available to other direct marketing subscribers using this service. A resolution of the Amount Due will update this account to good standing on The Credit Index files.

You can resolve this matter by sending payment in full to Quality Paperback Book Club. Make your check out for \$53.92 payable to Quality Paperback Book Club and mail it in the envelope provided. The following payment options are also available for your convenience; you may provide us with your debit or credit card number below or you may pay your bill online with your debit or credit card at: www.qpb.com.

If payment has already been made, please disregard this notice.

See Consumer Rights Information on reverse side.

Tear Here

Pay This Amount \$53.92

694641296
Quality Paperback Book Club

Charge to my: 2

MC Visa AMEX

Card # _____ Exp. Date _____

Signature _____

MS. BARBARA L SOPER
18785 NW SHADOW LN
PORTLAND, OR 97229-3221

Customer Service
Quality Paperback Book Club
PO Box 916536
Indianapolis, IN 46291

EXHIBIT 4 PAGE 1 OF 2

5005392 9 694641296 60053 2981

Información de nuestro cliente: Proporcionando un cheque como pago, autorizarán a nuestro cliente a utilizar la información de su cheque para hacer una transferencia de fondos electrónica de una sola vez de su cuenta, o para procesar el pago como transacción del cheque. Cuando nuestro cliente utiliza la información de su cheque para hacer una transferencia de fondos electrónica, los fondos se pueden retirar de su cuenta tan pronto como el mismo día nuestro cliente reciba su pago, y usted no puede recibir su cheque detrás de su institución financiera.